

**VENDOR TERMS OF AGREEMENT
FOR BOOTH SPACE RESERVATION
(Please retain a copy for your reference)**

2016 MUDTOWN DAYS FESTIVAL – May 20th & May 21st

HOURS OF OPERATION:

5:00 Friday - May 20th until closing at 10:00 p.m.

9:00 Saturday – May 21st until closing at 10:00 p.m.

- A. **EVENT TIME FRAME:** All vendors must be operational by 4:00 pm Friday, May 20th and comply with the hours of operation for the Mudtown Days Festival. Dismantling of Vendor booths in any way shall not take place before the indicated day and time without advance approval of the Mudtown Days Committee.
- B. **COMPLETION OF RESERVATION AGREEMENT FORM:** The booth space application form must be completed in full and must include a check for the booth rental fee, electric charges (if required), and any other documents requested. Application for space and its acceptance constitutes a contract to use the space assigned. The Mudtown Days Committee retains the privilege to change assigned locations for unavoidable reasons. Each exhibitor acknowledges his agreement to these rules and regulations by payment of booth space fee and signature on the application form. Upon acceptance of the application, the vendor will be informed either by phone, letter, or e-mail. Please make check payable to City of Lowell Mudtown Days. Please remit to City of Lowell, Attention: Special Events Coordinator, 216 N. Lincoln, Lowell, AR 72745.
- C. **VENDOR BOOTH SPACE SIZE AND CONSTRUCTION:** All installations constructed by the vendor must fit within an area of approximately 25' deep by 15' wide unless otherwise noted on application form, and shall be subject to approval of the Mudtown Days Committee. Vendor will not leave vehicle attached to any trailer at booth space. All vehicles must be removed after setup. Vendor will supply all items needed to construct and operate their area (tents, extension cords, tables, ladders, rope, signage, etc.). Additional space will require an additional fee. Canopies must be staked to the ground. Only one trailer is allowed per space.
- D. **VENDOR SET UP:** Vendors may begin setting up their booth on Friday, May 20th and must be completely ready for operation by 4:00 p.m. Friday. Vendors will have all vehicles removed from the Festival area by 3:00 p.m. on Friday. No vehicles will be allowed in the Festival area after 9:00 a.m. Saturday without prior approval by the Mudtown Days Committee. Vendor's complete cooperation with the Mudtown Days Committee is required. **Exceptions to this set up schedule require advance approval in writing granted by the Mudtown Days Committee.**
- E. **RAINOUT POLICY:** In the event of inclement weather, the Mudtown Days Committee will assess the situation and determine if it is necessary to close down booths and call a rain-out. Vendors will be informed of a rain-out by the Mudtown Days staff. No refunds will be made due to weather conditions.

- F. VENDOR PARKING: Due to limited space available in the Festival area, there are no special provisions for vendor vehicles or RV parking. Without prior written approval, vendors will also not be allowed to stay on the premises overnight. Therefore, vendors must make offsite sleeping arrangements.
- G. SECURITY: Security will be provided Friday night beginning at 10:00 pm until 9:00 am Saturday morning. The security is provided as a deterrent to vandalism and theft. However, the Mudtown Days Committee and the City of Lowell assume no liability for any asserted losses. Vendor equipment and merchandise may remain on site overnight at your own risk.
- H. VENDOR TEAR-DOWN: Vendors will remove all trash, property and all structures placed on the space by 12:00 noon Sunday, May 31st and will surrender their space in the same condition, except for the natural wear and tear and damage resulting from this contract, as at the beginning thereof.
- I. ELECTRICITY: Vendors will not use any more electricity than that which is indicated on the application/contract and approved by the Mudtown Days Committee. **No electrical generators will be allowed without advance written consent of the Mudtown Days Committee.**
- J. WATER: The Mudtown Days Festival has water available to all participants. However, there are a limited number of direct hook-ups available. Direct hook-up requests must be approved in advance, in writing by the Mudtown Days Committee. Non hook-up vendors must supply their own method of water transportation as needed.
- K. ICE: As a service to vendors, the Mudtown Days Committee will sell and deliver ice to all vendors upon request from a central location within the Festival site.
- L. TRASH REMOVAL: All trash generated by vendors must be disposed of in a timely manner in the dumpsters provided throughout the day and before leaving the Festival site each day. Vendors are not permitted to use the lined trash boxes located within the Festival area.
- M. NON-TRANSFER OF SPACE: Vendors may not transfer or sublet their space or any part thereof or permit the site to be used by any other person without prior written consent from the Mudtown Days Committee.
- N. ACCESS: The Mudtown Days Committee/Volunteers shall have full access to the space covered by this contract at all times during the Festival.
- O. LIABILITY: Vendors will indemnify and hold the Mudtown Days Festival, Mudtown Days Committee and City of Lowell harmless from all costs, losses, damages, or expenses including litigation and attorney's fees, resulting from any loss, injury or damage, real or asserted, to any person or property, arising out of any act or omission of vendor, their employees, agents or other representatives. The Mudtown Days Committee and the City of Lowell, volunteers, or members, shall not be held responsible for any loss or damage due to theft, fire, accident or other causes, but will use reasonable care to protect the vendor from such loss.

- P. **CONTRACT TERMINATION:** The Mudtown Days Committee expressly reserves the right to terminate the reservation/application granted hereunder at any time without liability upon the refund of the fee paid herewith. No refunds, regardless of weather, will be made.
- Q. **COMPLIANCE WITH TERMS OF CONTRACT:** Vendors, their representative, agents and employees will comply with all general rules and regulations prescribed by the Mudtown Days Committee. The Vendor certifies that this information will be properly and completely communicated to its associates to ensure complete compliance.
- R. **RIGHT OF REFUSAL:** The Mudtown Days Committee reserves the exclusive and discretionary right to decline applications for vendor space reservations in general and in these instances in particular: failure to meet deadline for application, failure to provide a photo of vendor booth, space or electrical power limitations, duplication of sale items or deviation from the Mudtown Days Festival purpose or desired image. Again, the Mudtown Days Festival is a family oriented event and the sales of any kind of harmful or offensive materials are prohibited. The decision of the Mudtown Days Committee is final.
- S. **SALES TAX:** Total sales tax in Lowell is 9.5%. All collection and reporting of sales tax is the responsibility of Vendor.
- T. **OPEN FLAMES:** No grills, gasoline, combustible materials or liquids, may be used without prior written approval by the Mudtown Days Committee.
- U. **VENDOR SPACE:** Cost is \$100.00 for a food vendor space 25'x15' and a separate \$50.00 refundable deposit. Cost is \$30.00 for a non-food vendor space 25'x15' and a separate \$50.00 refundable deposit. Deposit shall be refunded if space is cleaned of all debris and all terms of the agreement are met, including times for operation.
- V. **SHARING A BOOTH:** If two separate exhibitors are sharing a booth, each person must complete an application. (There is an additional \$10.00 fee for booth space shared by separate exhibitors.) Shared spaces must submit applications stapled together (excluding husband and wife).
- W. **COMMISSIONS:** None

I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS AND AGREE WITH

THE TERMS HEREWITH _____
PRINTED NAME AND SIGNATURE

DATED THIS _____ DAY OF _____, 2016.